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condition that CMA CGM S.A. shall make no further sub-charter, assignment or sale of such slots without the prior written consent of APL, for which APL shall be required to obtain the prior written consent of HMM and MOL.

- (e.) Notwithstanding subparagraphs (a) through (c) above, HMM is authorized to subcharter up to 400 TEUs per voyage to Evergreen Line Joint Service Agreement from HMM's BSA on a string operated pursuant to this Agreement between the Far East and the United States East Coast via the Suez Canal, subject to compliance with the agreement filing and effectiveness provisions of the Shipping Act of 1984, codified at 46 U.S.C. § 40101 et seq. Notwithstanding subparagraph (c) above, any such subcharter shall be made upon the condition that Evergreen Line Joint Service Agreement shall make no further sub-charter, assignment or sale of such slots without the prior written consent of HMM, for which HMM shall be required to obtain the prior written consent of APL and MOL.
- (f) Notwithstanding subparagraphs (a) through (c) above, MOL is authorized to subcharter to Evergreen Line Joint Service Agreement from MOL's BSA (1) up to 150 TEUs per voyage on a string operated pursuant to this Agreement between the Far East and the United States East Coast and (2) up to 150 TEUs per voyage on a string operated pursuant to this Agreement between the People's Republic of China and Japan and the United States West Coast, subject to compliance with the agreement filing and effectiveness provisions of the Shipping Act of 1984, codified at 46 U.S.C. § 40101 et seq. Notwithstanding subparagraph (c) above, any such subcharter shall be made upon the condition that Evergreen Line Joint

Service Agreement shall make no further sub-charter, assignment or sale of such slots without the prior written consent of MOL, for which MOL shall be required to obtain the prior written consent of APL and HMM.

- (g) Except to the extent that the Parties agree otherwise in writing, APL, ~~and~~ HMM and MOL shall remain responsible for all obligations and liabilities arising under this Agreement (and/or under any agreement among the Parties made pursuant to this Agreement) in respect to the slots subchartered pursuant to subparagraphs (d), ~~and (e), and (f)~~ respectively.

2. Other than slot sales and sub-charters covered by the preceding paragraph 1, the formation of an alliance or other cooperative arrangement in a Trade Lane within the scope of this Agreement is subject to the provisions of Article 13.